

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
LARYSSA JOCK, *ET AL.*,

Plaintiff,

vs.

08 Civ. 2875 (JSR)

STERLING JEWELERS INC.,

Defendant.
----- x

DECLARATION OF GERALD L. MAATMAN, JR., ESQ.

GERALD L. MAATMAN, JR., ESQ., being duly sworn, declares under penalty of perjury:

1. I am a member of the Bar of the State of New York and a partner in the firm of Seyfarth Shaw LLP, attorneys for Defendant Sterling Jewelers Inc. ("Sterling") in the above-captioned case. I submit this Declaration in support of Sterling's opposition to Plaintiff's motion to strike counterclaims pursuant to Rule 12(f), or, in the alternative, to dismiss counterclaims pursuant to Rule 12(b)(6).

2. True and accurate copies of the RESOLVE agreements for Noreen Arena; Susan Lee Bailey; Erica Caldwell; Darlene Cerlanek; Lisa Follet; Michele Guyer; Maria House; Ashley Kalembe; Vicki Osborn; Jennifer Molina; Gloria Pagan and Khristina Rodrigues are annexed hereto at Exhibit A .

I declare, pursuant to 28 U.S.C. § 1746, under penalty of perjury, that the foregoing is true and correct.

Executed on June 2, 2008

/s/ Gerald L. Maatman, Jr.
Gerald L. Maatman, Jr.

EXHIBIT A

RESOLVE PROGRAM

Alternative Dispute Resolution

Arbitration Agreement

I, my heirs, spouse, successors, assigns, agents and representatives (collectively called "Employee"), hereby agree to utilize the Sterling RESOLVE Program to pursue any pre-employment, employment or post-employment dispute, claim, or controversy (collectively called "claim") against Sterling Jewelers Inc., its predecessors, successors, affiliates, parents, subsidiaries, divisions, related companies, current and former directors, officers, shareholders, representatives, employees, insureds, members and attorneys (collectively called "Sterling") regarding any alleged unlawful act regarding my application for employment, employment or the termination of my employment which could have otherwise been brought before an appropriate court including, but not limited to, claims under the Age Discrimination in Employment Act; Title VII of the Civil Rights Act of 1964; Sections 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security Act; the Americans with Disabilities Act; The Fair Labor Standard Act; The Family and Medical Leave Act; any state anti-discrimination statutes; wage and hour laws; equal pay laws; any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance; or any public policy, contract, tort or common law.

In consideration for signing this Agreement, Sterling agrees to: 1) utilize the RESOLVE Program for any claims against Employee (e.g., theft, embezzlement, restitution, trade secrets/propriety information, other willful misconduct, etc.); and 2) pay all costs of arbitration imposed by the American Arbitration Association ("AAA") including filing fees as set forth by AAA.

This Agreement waives the parties rights to obtain any legal or equitable relief (e.g., monetary, injunctive or reinstatement) through any court, and they also waive their right to commence any court action to the extent that is permissible under law provided that either party may seek equitable relief to preserve the status quo pending final disposition under the RESOLVE Program. The parties may seek and be awarded any remedy through the RESOLVE Program that they could receive in a court of law. Nothing in this Agreement precludes either party from filing a charge or complaint with appropriate governmental administrative agencies and to assist or cooperate with such agencies in their investigation or prosecution of charges or complaints, although the parties waive their right to any remedy or relief as a result of such charges or complaints brought by such governmental administrative agencies to the extent that is permissible under law.

The parties agree to follow the multi-step process outlined in the RESOLVE Program, which culminates in the use of arbitration. In such an event, the claim shall be arbitrated by one arbitrator in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association ("AAA") as amended by the Sterling RESOLVE Program. The arbitrator's decision shall be final and binding. The arbitrator shall have the power to award any types of legal or equitable relief that would be available under applicable law.

Unless prohibited by law, a demand to use the RESOLVE Program must be made in writing and must be postmarked or delivered to the RESOLVE Program Administrator no later than one (1) year after the alleged unlawful conduct has occurred. Failure expressly to demand use of RESOLVE, in writing, within that time limitation shall serve as a waiver and release with respect to all such claims.

This Agreement is being made under the provision of the Federal Arbitration Act (9 U.S.C., Section 1-14) and will be construed and governed accordingly. Questions of arbitrability (that is whether an issue is subject to arbitration under this Agreement) shall be decided by the arbitrator. Likewise, procedural questions which grow out of the dispute and bear on the final disposition are also matters for the arbitrator. However, where a party already has initiated a judicial proceeding, a court may decide procedural questions that grow out of the dispute and bear on the final disposition of the matter (e.g., one (1) year for filing a claim).

A copy of the RESOLVE Program Arbitration Rules are attached, and the AAA Employment Dispute Resolution Rules ("National Rules for the Resolution of Employment Disputes") are available for review on AAA's web site at www.adr.org. In the event of a conflict between the RESOLVE Program Arbitration Rules and the AAA Employment Dispute Resolution Rules, the RESOLVE Program Arbitration Rules will control.

Employment with Sterling is at-will and may be terminated at any time for any reason by either party with or without prior notice.

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Employee understands that he/she would not be or remain employed by Sterling absent signing this Agreement. The parties have knowingly, voluntarily and free from duress or coercion entered into this Agreement

John Aina
Employee Signature

4-2-05
Date

NOREEN AREWAT
Print Name

1054
Store Number

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Alternative Dispute Resolution

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Susan Lee Bailey
Employee Signature

November 15, 2004
Date

Susan Lee Bailey
Print Name

November 15, 2004
Store Number

RESOLVE PROGRAM
Alternative Dispute Resolution

Arbitration Agreement

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In consideration for signing this Agreement, Sterling agrees to: 1) utilize the RESOLVE Program for any claims against Employee (e.g., theft, embezzlement, restitution, trade secrets/propriety information, other willful misconduct, etc.); and 2) pay \$25.00 of the Employee's arbitration filing fee as imposed by the American Arbitration Association ("AAA").

This Agreement waives the parties rights to obtain any legal or equitable relief (e.g., monetary, injunctive or reinstatement) through any court, and they also waive their right to commence any court action to the extent that is permissible under law provided that either party may seek equitable relief to preserve the status quo pending final disposition under the RESOLVE Program. The parties may seek and be awarded any remedy through the RESOLVE Program that they could receive in a court of law. Nothing in this Agreement precludes either party from filing a charge or complaint with appropriate governmental administrative agencies and to assist or cooperate with such agencies in their investigation or prosecution of charges or complaints, although the parties waive their right to any remedy or relief as a result of such charges or complaints brought by such governmental administrative agencies to the extent that is permissible under law. However, a party does not need to file an administrative charge to initiate RESOLVE. Further, the time limitation set forth in RESOLVE will continue to run during an administrative charge or any other action filed in any other forum.

The parties agree to follow the multi-step process outlined in the RESOLVE Program, which culminates in the use of arbitration. In such an event, the claim shall be arbitrated by one arbitrator in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association ("AAA") as amended by the Sterling RESOLVE Program. The arbitrator's decision shall be final and binding. The arbitrator shall have the power to award any types of legal or equitable relief that would be available under applicable law.

Unless prohibited by law, a demand to use the RESOLVE Program must be made in writing and must be postmarked or delivered to the RESOLVE Program Administrator no later than one (1) year after the alleged unlawful conduct has occurred. Failure expressly to demand use of RESOLVE, in writing, within that time limitation shall serve as a waiver and release with respect to all such claims. Further, employee and Sterling agree to follow the time periods in the appeal process set forth below:

RECEIVED MAY 21 2007

<u>Party</u>	<u>Time Limit (Time limitations will be strictly enforced)</u>
Sterling	postmarked 30 calendar days from date of receipt of Step 1 claim form to send initial claim review determination.
Employee	30 calendar days from date of Step 1 claim form determination to request, complete, postmark and send Step 2 appeal claim form.
Sterling	45 calendar days from date of receipt of Step 2 appeal claim form to notify claimant of the assignment of either the Step 2 review panel or mediation.
Employee	30 calendar days from the date of notice of an unsuccessful Step 2 to request, complete, postmark and send Step 3 claims appeal form.

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The AAA Employment Dispute Resolution Rules ("National Rules for the Resolution of Employment Disputes") are available for review on AAA's web site at www.adr.org. In the event of a conflict between the RESOLVE Program Arbitration Rules and the AAA Employment Dispute Resolution Rules, the RESOLVE Program Arbitration Rules will control.

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If any term or provision of this Agreement is declared illegal or unenforceable and cannot be modified to be enforceable, such term or provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

The terms of this Agreement cannot be orally modified. This Agreement may not be modified unless the Agreement is altered in writing and signed by an authorized Sterling representative and Employee.

The parties understand and agree that this Agreement contains adequate consideration, the receipt and sufficiency of which is hereby acknowledged. Employee has been advised of his/her right to consult with an attorney of his/her choice regarding this Agreement. Employee understands that he/she would not be or remain employed by Sterling absent signing this Agreement. The parties have knowingly, voluntarily and free from duress or coercion entered into this Agreement

Employee understands that he/she would not be or remain employed by Sterling absent signing this Agreement. The parties have knowingly, voluntarily and free from duress or coercion entered into this Agreement

E. Caldwell
Employee Signature
Erica Caldwell
Print Name
Karl Roman
Sterling Jewelers Inc.

5-8-07
Date
2320
Store Number
Mr
Title

RESOLVE PROGRAM

EMPLOYEE COPY

Alternative Dispute Resolution

Arbitration Agreement

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Employee Signature

3-14-07
Date

D. Henry M. Cechanek
Print Name

0331
Store Number

For Sterling Jewelers Inc.

RESOLVE PROGRAM

Alternative Dispute Resolution

Arbitration Agreement

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Lisa M. Fellett
Employee Signature

10/28/04
Date

Lisa M. Fellett
Print Name

331
Store Number

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Michele L. Guyer
Employee Signature

8/1/05
Date

Michele L. Guyer
Print Name

1864
Store Number

**CALIFORNIA
RESOLVE PROGRAM**
Alternative Dispute Resolution

EMPLOYEE COPY

Arbitration Agreement

I, my heirs, spouse, successors, assigns, agents and representatives (collectively called "Employee"), hereby agree to utilize the Sterling RESOLVE Program to pursue any pre-employment, employment or post-employment dispute, claim, or controversy (collectively called "claim") against Sterling Jewelers Inc., its predecessors, successors, affiliates, parents, subsidiaries, divisions, related companies, current and former directors, officers, shareholders, representatives, employees, insureds, members and attorneys (collectively called "Sterling") regarding any alleged unlawful act regarding my application for employment, employment or the termination of my employment which could have otherwise been brought before an appropriate court including, but not limited to, claims under the Age Discrimination in Employment Act; Title VII of the Civil Rights Act of 1964; Sections 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security Act; the Americans with Disabilities Act; The Fair Labor Standard Act; The Family and Medical Leave Act; any state anti-discrimination statutes; wage and hour laws; equal pay laws; any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance; or any public policy, contract, tort or common law.

In consideration for signing this Agreement, Sterling agrees to: 1) utilize the RESOLVE Program for any claims against Employee (e.g., theft, embezzlement, restitution, trade secrets/propriety information, other willful misconduct, etc.); and 2) pay all costs of arbitration imposed by the American Arbitration Association ("AAA") including filing fees as set forth by AAA.

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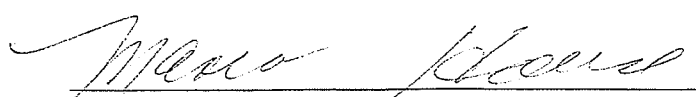
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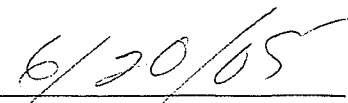
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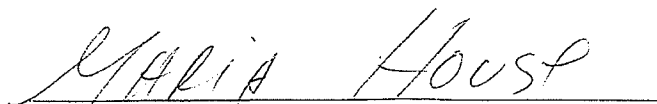
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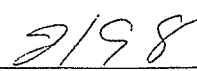
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Employee acknowledges that he/she has the right to opt out of this Agreement by sending a letter to RESOLVE Program Administration, c/o RESOLVE Program Administrator at 375 Ghent Road, Akron, Ohio 44333, and postmarked within 30 calendar days, stating Employee wishes to "opt-out" of this Agreement. Employee also acknowledges that he/she has an affirmative duty to report to the RESOLVE Program Administrator in writing if he/she has in any manner been threatened or coerced to enter into this Agreement.


Employee Signature


Date


Print Name


Store Number

RESOLVE PROGRAM

EMPLOYEE COPY

Alternative Dispute Resolution

Arbitration Agreement

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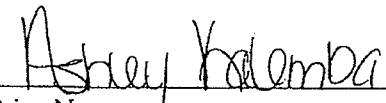
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Employee understands that he/she would not be or remain employed by Sterling absent signing this Agreement. The parties have knowingly, voluntarily and free from duress or coercion entered into this Agreement


Employee Signature

7-26-01
Date


Print Name

Store Number

For Sterling Jewelers Inc.

TO BE SIGNED & RETURNED

**CALIFORNIA
RESOLVE PROGRAM**
Alternative Dispute Resolution

Arbitration Agreement

I, my heirs, spouse, successors, assigns, agents and representatives (collectively called "Employee"), hereby agree to utilize the Sterling RESOLVE Program to pursue any pre-employment, employment or post-employment dispute, claim, or controversy (collectively called "claim") against Sterling Jewelers Inc., its predecessors, successors, affiliates, parents, subsidiaries, divisions, related companies, current and former directors, officers, shareholders, representatives, employees, insureds, members and attorneys (collectively called "Sterling") regarding any alleged unlawful act regarding my application for employment, employment or the termination of my employment which could have otherwise been brought before an appropriate court including, but not limited to, claims under the Age Discrimination in Employment Act; Title VII of the Civil Rights Act of 1964; Sections 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security Act; the Americans with Disabilities Act; The Fair Labor Standard Act; The Family and Medical Leave Act; any state anti-discrimination statutes; wage and hour laws; equal pay laws; any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance; or any public policy, contract, tort or common law.

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Vicki Osborn
Employee Signature

3/5/04
Date

Vicki Osborn
Print Name

#454
Store Number

RESOLVE PROGRAM

Alternative Dispute Resolution

Arbitration Agreement

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Jennifer Molina
Employee Signature

8.23.05
Date

Jennifer Molina
Print Name

2441
Store Number

For Sterling Jewelers Inc.

RESOLVE PROGRAM

Alternative Dispute Resolution

Arbitration Agreement

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Gloria Huff
Employee Signature

8-9-05
Date

Gloria Huff
Print Name

122
Store Number

RESOLVE PROGRAM

Alternative Dispute Resolution

Arbitration Agreement

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Khristina Rodriguez
Employee Signature

6-18-04
Date

Khristina Rodriguez
Print Name

1222
Store Number

RESOLVE PROGRAM

Alternative Dispute Resolution

Arbitration Agreement

I, my heirs, spouse, successors, assigns, agents and representatives (collectively called "Employee"), hereby agree to utilize the Sterling RESOLVE Program to pursue any pre-employment, employment or post-employment dispute, claim, or controversy (collectively called "claim") against Sterling Jewelers Inc., its predecessors, successors, affiliates, parents, subsidiaries, divisions, related companies, current and former directors, officers, shareholders, representatives, employees, insureds, members and attorneys (collectively called "Sterling") regarding any alleged unlawful act regarding my application for employment, employment or the termination of my employment which could have otherwise been brought before an appropriate court including, but not limited to, claims under the Age Discrimination in Employment Act; Title VII of the Civil Rights Act of 1964; Sections 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security Act; the Americans with Disabilities Act; The Fair Labor Standard Act; The Family and Medical Leave Act; any state anti-discrimination statutes; wage and hour laws; equal pay laws; any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance; or any public policy, contract, tort or common law.

In consideration for signing this Agreement, Sterling agrees to: 1) utilize the RESOLVE Program for any claims against Employee (e.g., theft, embezzlement, restitution, trade secrets/propriety information, other willful misconduct, etc.); and 2) pay all costs of arbitration imposed by the American Arbitration Association ("AAA") including filing fees as set forth by AAA.

This Agreement waives the parties rights to obtain any legal or equitable relief (e.g., monetary, injunctive or reinstatement) through any court, and they also waive their right to commence any court action to the extent that is permissible under law provided that either party may seek equitable relief to preserve the status quo pending final disposition under the RESOLVE Program. The parties may seek and be awarded any remedy through the RESOLVE Program that they could receive in a court of law. Nothing in this Agreement precludes either party from filing a charge or complaint with appropriate governmental administrative agencies and to assist or cooperate with such agencies in their investigation or prosecution of charges or complaints, although the parties waive their right to any remedy or relief as a result of such charges or complaints brought by such governmental administrative agencies to the extent that is permissible under law.

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Unless prohibited by law, a demand to use the RESOLVE Program must be made in writing and must be postmarked or delivered to the RESOLVE Program Administrator no later than one (1) year after the alleged unlawful conduct has occurred. Failure expressly to demand use of RESOLVE, in writing, within that time limitation shall serve as a waiver and release with respect to all such claims.

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Employee understands that he/she would not be or remain employed by Sterling absent signing this Agreement. The parties have knowingly, voluntarily and free from duress or coercion entered into this Agreement

John Arena
Employee Signature

4-2-05
Date

NoREEN AREWAT
Print Name

1054
Store Number

RESOLVE PROGRAM

Alternative Dispute Resolution

Arbitration Agreement

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Susan Lee Bailey
Employee Signature

November 15, 2004
Date

Susan Lee Bailey
Print Name

November 15, 2004
Store Number

RESOLVE PROGRAM

Alternative Dispute Resolution

Arbitration Agreement

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In consideration for signing this Agreement, Sterling agrees to: 1) utilize the RESOLVE Program for any claims against Employee (e.g., theft, embezzlement, restitution, trade secrets/propriety information, other willful misconduct, etc.); and 2) pay \$25.00 of the Employee's arbitration filing fee as imposed by the American Arbitration Association ("AAA").

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The parties agree to follow the multi-step process outlined in the RESOLVE Program, which culminates in the use of arbitration. In such an event, the claim shall be arbitrated by one arbitrator in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association ("AAA") as amended by the Sterling RESOLVE Program. The arbitrator's decision shall be final and binding. The arbitrator shall have the power to award any types of legal or equitable relief that would be available under applicable law.

Unless prohibited by law, a demand to use the RESOLVE Program must be made in writing and must be postmarked or delivered to the RESOLVE Program Administrator no later than one (1) year after the alleged unlawful conduct has occurred. Failure expressly to demand use of RESOLVE, in writing, within that time limitation shall serve as a waiver and release with respect to all such claims. Further, employee and Sterling agree to follow the time periods in the appeal process set forth below:

RECEIVED MAY 21 2007

<u>Party</u>	<u>Time Limit (Time limitations will be strictly enforced)</u>
Sterling	postmarked 30 calendar days from date of receipt of Step 1 claim form to send initial claim review determination.
Employee	30 calendar days from date of Step 1 claim form determination to request, complete, postmark and send Step 2 appeal claim form.
Sterling	45 calendar days from date of receipt of Step 2 appeal claim form to notify claimant of the assignment of either the Step 2 review panel or mediation.
Employee	30 calendar days from the date of notice of an unsuccessful Step 2 to request, complete, postmark and send Step 3 claims appeal form.

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E. Caldwell
Employee Signature
Erica Caldwell
Print Name
Ron Roman
Sterling Jewelers Inc.

5-8-07
Date
2320
Store Number
Mgr
Title

RESOLVE PROGRAM
Alternative Dispute Resolution

EMPLOYEE COPY

Arbitration Agreement

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D. Henry M. Cechanek
Employee Signature

3-14-07
Date

D. Henry M. Cechanek
Print Name

0331
Store Number

For Sterling Jewelers Inc.

RESOLVE PROGRAM

Alternative Dispute Resolution

Arbitration Agreement

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Lisa M. Fellett
Employee Signature

10/28/04
Date

Lisa M. Fellett
Print Name

331
Store Number

RESOLVE PROGRAM

Alternative Dispute Resolution

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Michele L. Guyer
Employee Signature

8/1/05
Date

Michele L. Guyer
Print Name

1864
Store Number

CALIFORNIA**EMPLOYEE COPY****RESOLVE PROGRAM**
Alternative Dispute Resolution

Arbitration Agreement

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Memo Pearce
Employee Signature

6/20/05
Date

MARIA HOUST
Print Name

2198
Store Number

For Sterling Jewelers Inc.

RESOLVE PROGRAM

EMPLOYEE COPY

Alternative Dispute Resolution

Arbitration Agreement

I, my heirs, spouse, successors, assigns, agents and representatives (collectively called "Employee"), hereby agree to utilize the Sterling RESOLVE Program to pursue any pre-employment, employment or post-employment dispute, claim, or controversy (collectively called "claim") against Sterling Jewelers Inc., its predecessors, successors, affiliates, parents, subsidiaries, divisions, related companies, current and former directors, officers, shareholders, representatives, employees, insureds, members and attorneys (collectively called "Sterling") regarding any alleged unlawful act regarding my application for employment, employment or the termination of my employment which could have otherwise been brought before an appropriate court including, but not limited to, claims under the Age Discrimination in Employment Act; Title VII of the Civil Rights Act of 1964; Sections 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security Act; the Americans with Disabilities Act; The Fair Labor Standard Act; The Family and Medical Leave Act; any state anti-discrimination statutes; wage and hour laws; equal pay laws; any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance; or any public policy, contract, tort or common law.

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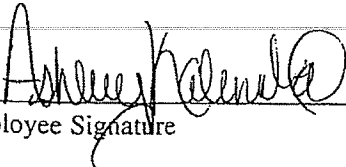
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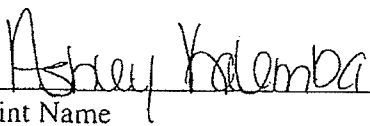
The terms of this Agreement cannot be orally modified. This Agreement may not be modified unless the Agreement is altered in writing and signed by Sterling's Executive Committee and Employee.

The parties understand and agree that this Agreement contains adequate consideration, the receipt and sufficiency of which is hereby acknowledged. Employee has been advised of his/her right to consult with an attorney of his/her choice regarding this Agreement.

Employee understands that he/she would not be or remain employed by Sterling absent signing this Agreement. The parties have knowingly, voluntarily and free from duress or coercion entered into this Agreement


Employee Signature

7-26-01
Date


Print Name

Store Number

For Sterling Jewelers Inc.

TO BE SIGNED & RETURNED

**CALIFORNIA
RESOLVE PROGRAM**
Alternative Dispute Resolution

Arbitration Agreement

I, my heirs, spouse, successors, assigns, agents and representatives (collectively called "Employee"), hereby agree to utilize the Sterling RESOLVE Program to pursue any pre-employment, employment or post-employment dispute, claim, or controversy (collectively called "claim") against Sterling Jewelers Inc., its predecessors, successors, affiliates, parents, subsidiaries, divisions, related companies, current and former directors, officers, shareholders, representatives, employees, insureds, members and attorneys (collectively called "Sterling") regarding any alleged unlawful act regarding my application for employment, employment or the termination of my employment which could have otherwise been brought before an appropriate court including, but not limited to, claims under the Age Discrimination in Employment Act; Title VII of the Civil Rights Act of 1964; Sections 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security Act; the Americans with Disabilities Act; The Fair Labor Standard Act; The Family and Medical Leave Act; any state anti-discrimination statutes; wage and hour laws; equal pay laws; any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance; or any public policy, contract, tort or common law.

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Vicki Osborn
Employee Signature

3/5/04
Date

Vicki Osborn
Print Name

#454
Store Number

For Sterling Jewelers Inc.

RESOLVE PROGRAM

Alternative Dispute Resolution

Arbitration Agreement

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Employee understands that he/she would not be or remain employed by Sterling absent signing this Agreement. The parties have knowingly, voluntarily and free from duress or coercion entered into this Agreement

Jennifer Molina
Employee Signature

8.23.05
Date

Jennifer Molina
Print Name

2441
Store Number

For Sterling Jewelers Inc.

RESOLVE PROGRAM

Alternative Dispute Resolution

Arbitration Agreement

I hereby agree to utilize the Sterling RESOLVE Program to pursue any dispute, claim, or controversy ("claim") against Sterling, its predecessors, successors, affiliates, parent, subsidiaries, divisions, related companies, current and former directors, officers, shareholders, representatives, employees, insureds, members and servants ("Sterling") regarding any alleged unlawful act regarding my employment or the termination of my employment which could have otherwise been brought before an appropriate government administrative agency or in an appropriate court including, but not limited to, claims under the Age Discrimination in Employment Act of 1967; The Older Workers Benefit Protection Act; Title VII of the Civil Rights Act of 1964; The Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States code; the Employee Retirement Income Security Act of 1974; The Immigration Reform and Control Act; the Americans with Disabilities Act of 1990; The Fair Labor Standard Act; The Occupational Safety and Health Act; The Family and Medical Leave Act; any state Human Rights/Civil Rights Statutes; Minimum Wage Act; Equal Pay Law; any other federal, state or municipal civil or human rights law or any other municipal, state or federal law, regulation or ordinance; or any public policy, contract, tort or common law. **I understand that by signing this Agreement I am waiving my right to obtain any legal or equitable relief (e.g., monetary, injunctive or reinstatement) through any government agency or court, and I am also waiving my right to commence any court action. I may, however, seek and be awarded equal remedy through the RESOLVE Program.** I also retain the right to file a charge or complaint with appropriate governmental administrative agencies, such as the National Labor Relations Board or the Equal Employment Opportunity Commission and to assist or cooperate with such agencies in their investigation or prosecution of charges, although I waive my right to any remedy or relief as a result of such charges or complaints brought by such governmental administrative agencies.

I agree to follow the multi-step process outlined in the RESOLVE Program, which culminates in the use of arbitration. In this event the claim shall be arbitrated by one Arbitrator in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association ("AAA") as amended by the Sterling RESOLVE Program. I understand that I will be required to pay the first \$150 of the costs of commencing an arbitration with the AAA and that the remainder of these costs will be paid by Sterling. The decision or award of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall have the power to award any types of legal or equitable relief that would be available in a court of competent jurisdiction including, but not limited to, the costs of arbitration, attorney fees and punitive damages for causes of action when such damages are available under law. An arbitration award may be entered as a judgment or order in any court of competent jurisdiction. I agree that any relief or recovery to which I am entitled from any claims

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Gloria Huff
Employee Signature

8-9-05
Date

Gloria Huff
Print Name

122
Store Number

RESOLVE PROGRAM

Alternative Dispute Resolution

Arbitration Agreement

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Khristina Rodriguez
Employee Signature

6-18-04
Date

Khristina Rodriguez
Print Name

1222
Store Number